

## *Booklet 7*

# **CIGNA Accidental Death and Dismemberment Insurance**

Although these benefit descriptions include certain key features and brief summaries of King County regular employee and part-time Local 587 benefit plans, they are not detailed descriptions. If you have questions about specific plan details, contact the plan or Benefits and Retirement Operations. We've made every attempt to ensure the accuracy of this information. However, if there is any discrepancy between the benefit descriptions and the insurance contracts or other legal documents, the legal documents will always govern. King County intends to continue benefit plans indefinitely, but reserves the right to amend or terminate them at any time in whole or in part, for any reason, according to the amendment and termination procedures described in the legal documents. King County, as plan administrator, has the sole discretionary authority to determine eligibility for benefits and to construe the terms of the plans. This information does not create a contract of employment between King County and any employee.

**Call 206-684-1556 for alternate formats.**



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## Overview

### ► Highlights of CIGNA Accidental Death and Dismemberment Insurance

AD&D insurance is only available to regular employees and part-time Local 587 employees in Plan 2 or Plan 3; it is not available to employees in part-time Local 587 employee Plan 1. Here are a few highlights of the plan:

- Basic and enhanced AD&D insurance is provided by CIGNA
- You automatically receive basic AD&D insurance paid by the county
- You may purchase additional (“enhanced”) AD&D insurance for yourself and eligible family members
- You must enroll in enhanced AD&D insurance to enroll your family members
- If you or a covered family member dies in a covered accident, AD&D benefits are paid in addition to any life insurance benefits
- Additional benefits, depending on how accidental death or injury occurs, are available through the plan
- If you travel 100 or more miles from home, predeparture, travel and health emergency help is available
- You have options to continue AD&D insurance when you leave county employment.

### ► Important Facts

Many important topics – including laws, regulations and county provisions – affect more than just this plan and can change frequently. To be more efficient, and avoid repetition, the following related information appears only in the Important Facts booklet:

- Who’s eligible for coverage
- How to enroll
- When coverage begins
- Changes you can make to your coverage
- When coverage ends and the options for continuing it after you leave employment
- What happens to coverage in different situations
- Your rights and responsibilities under the plans.

## Cost

### ► Basic AD&D

The county pays the entire cost of basic AD&D insurance for regular employees and part-time Local 587 employees in Plan 2 or 3. Basic AD&D is not available to part-time Local 587 employees in Plan 1.

### ► Enhanced AD&D

If you are eligible and elect enhanced AD&D insurance (enhanced AD&D is not available under part-time Local 587 Plan 1), you pay a monthly premium through payroll deduction. Your cost depends on the amount of insurance you elect and who is covered. You may cover a spouse/domestic partner at 50% or 100% of your enhanced amount and children at 10% of your enhanced amount. If you cover children, the cost is the same no matter how many children you cover.

See the latest new hire guides and open enrollment materials for information about the monthly cost of coverage.

## Amount of Coverage

**Basic AD&D for Regular Employees.** You automatically receive county-paid basic AD&D insurance. If you die within one year of a covered accident and your death is due to the accident, the beneficiaries you designate receive a lump sum equal to your base annual salary (rounded to the next higher \$1,000, to a maximum of \$200,000). For specified dismemberment, paralysis and other losses, you receive a portion of or the full amount, depending on the type of loss (see “When Benefits Are Payable” in this booklet).

Your base annual salary is your base pay excluding overtime, bonuses, premium or any other special pay. Since your basic AD&D benefit is equal to your base annual salary, it automatically increases as your salary increases. Adjustments to the basic AD&D benefit due to a salary change automatically occur the first of the month following the salary change, unless you are on an approved unpaid leave. In that case, the adjustment occurs on the first of the month following the date you return to active work.

**Basic AD&D for Part-Time Local 587 Employees in Plan 2 or Plan 3.** You automatically receive county-paid basic AD&D insurance. If you die within one year of a covered accident and your death is due to the accident, the beneficiaries you designate receive \$25,000. For specified dismemberment, paralysis and other losses, you receive a portion of or the full amount, depending on the type of loss (see “When Benefits Are Payable” in this booklet).

Basic AD&D is not available to part-time Local 587 employees in Plan 1.

**Enhanced AD&D for Regular and Part-Time Local 587 Employees in Plan 2 or Plan 3.** You may purchase enhanced AD&D insurance in \$50,000 increments, from \$50,000 to a maximum of \$500,000. If you die within one year of a covered accident and your death is due to the accident, the beneficiaries you designate receive the amount you elect in addition to your county-paid basic AD&D insurance benefit. For specified dismemberment, paralysis and other losses, you receive a portion of or the full amount, depending on the type of loss (see “When Benefits Are Payable” in this booklet).

After it’s been in effect for 12 consecutive months, enhanced coverage for both you and your covered family members increases 1% every January 1 until it’s been increased by a maximum of 10%. Each year’s increase is calculated on the prior year’s coverage amount. There is no additional cost for this “escalated” coverage.

Enhanced AD&D is not available to part-time Local 587 employees in Plan 1.

**Enhanced AD&D for Your Family.** If you elect enhanced AD&D insurance for yourself, you may purchase enhanced AD&D for family members:

- Spouse or domestic partner at 50% or 100% of your enhanced amount to a maximum of \$500,000
- Child(ren) at 10% of your enhanced amount to a maximum of \$50,000 (if you cover one child, all your eligible children are covered).

If you and your spouse/domestic partner both work for King County, neither of you may be insured as both an employee and as a dependent at the same time. You may not cover each other, and only one of you may cover your eligible children under this plan. However, you may add your spouse/domestic partner and children for coverage if they lose their county coverage (see “Changes You May Make When a Qualifying Change Occurs” in the Important Facts booklet).

## **Evidence of Insurability**

No evidence of insurability (EOI) is required to enroll for AD&D insurance.

## **Reduction in the Amount of Coverage**

Coverage ends at age 80 for your spouse/domestic partner and at age 23 for dependent children. For you and a covered spouse/domestic partner, AD&D benefit amounts are reduced:

- By 30% (to 70% of the benefit amount) for ages 70-74
- By 55% (to 45% of the benefit amount) for ages 75-79
- By 70% (to 30% of the benefit amount) for ages 80-84 (employee only)
- By 85% (to 15% of the benefit amount) for ages 85 and over (employee only).

## Beneficiaries

You need to designate one or more beneficiaries – individuals who receive your benefit in the event of your death. A Beneficiary Designation form is provided when you first enroll and is available on the Web and from Benefits and Retirement Operations anytime you need to change beneficiaries (see Resource Directory booklet).

You may name anyone you wish as your primary or contingent beneficiaries (contingent beneficiaries receive benefits if all primary beneficiaries are deceased at the time of your death). If you don't designate beneficiaries as primary or contingent on your Beneficiary Designation, all beneficiaries you list are considered primary.

You may designate more than one primary and one contingent beneficiary. When you do, you must assign the percentage of your benefit each beneficiary receives on your Beneficiary Designation. Percentages for all primary beneficiaries must total 100% and percentages for all contingent beneficiaries must total 100%. If you don't assign percentages, beneficiaries receive equal shares.

If you're married and you do not choose to list your spouse as your only primary beneficiary, your spouse must sign the spouse waiver section of the Beneficiary Designation.

You may change your beneficiary at any time by completing a new Beneficiary Designation and sending it to Benefits and Retirement Operations. Benefits are paid according to the most recently signed form on file. If you don't name a beneficiary, benefits are paid to your spouse, your children, your parents or your siblings, in that order. If none of them survives you, benefits are paid to your estate.

If you elect enhanced AD&D coverage for your family members and a covered family member dies, you are the beneficiary. Benefits for dismemberment, paralysis and other losses to you or your covered family members are paid to you.

## When Benefits Are Payable

Benefits are payable for death, specified dismemberment, paralysis and other losses that occur within 365 days of the covered accident that caused the covered loss. To receive benefits, you or your covered family member must be covered by the plan on the date of the accident.

**Loss of Life.** If you or a covered family member dies in a covered accident, the full AD&D benefit amount is payable (subject to the reductions for age as described in "Reductions in the Amount of Coverage").

**Accidental Dismemberment and Paralysis.** AD&D insurance protects you against losses due to accidents. Depending on the type of loss or injury, this plan pays up to 100% of the full AD&D benefit amount for you or your spouse/domestic partner (subject to the reductions for age as described in "Reductions in the Amount of Coverage") and up to 200% of the full benefit amount for your covered children. To help survivors of severe accidents adjust to new living circumstances, certain benefits are payable for paralysis, dismemberment and loss of eyesight, speech or hearing according to the following table.

Type of Loss	Benefit Payable for You or Your Spouse/ Domestic Partner	Benefit Payable for Your Children
<ul style="list-style-type: none"><li>Life</li><li>Both hands or both feet, or sight in both eyes or any combination</li><li>Speech and hearing in both ears</li><li>Quadriplegia: total paralysis of both arms and legs</li></ul>	Full benefit amount (see "Amount of Coverage")	100% of the full benefit amount for life; 200% of the full benefit amount for other losses listed
<ul style="list-style-type: none"><li>Paraplegia: total paralysis of both legs</li></ul>	75% of the full benefit amount	150% of the full benefit amount
<ul style="list-style-type: none"><li>1 hand or 1 foot or sight in 1 eye</li></ul>	50% of the full benefit amount	100% of the full benefit amount

Type of Loss	Benefit Payable for You or Your Spouse/ Domestic Partner	Benefit Payable for Your Children
<ul style="list-style-type: none"> <li>Speech</li> <li>Hearing in both ears</li> <li>Hemiplegia: total paralysis of an arm and leg on 1 side of the body</li> </ul>		
<ul style="list-style-type: none"> <li>Thumb and index finger on the same hand</li> </ul>	25% of the full benefit amount	50% of the full benefit amount

Only one amount (the largest you are entitled to receive) is paid for all losses resulting from a single accident.

A loss is defined as:

- Loss of hearing – irrecoverable loss of hearing that cannot be corrected by any hearing aid or device
- Loss of hand or foot – complete severance of a limb at or above the wrist or ankle joint
- Loss of sight – total and irrecoverable loss of sight
- Loss of speech – complete inability to communicate audibly in any degree
- Loss of thumb and index finger – complete severance of the thumb and index finger through or above the joint closest to the wrist
- Paralysis of a limb – complete and irreversible loss of use, without severance of a limb (this loss must be determined by a physician to be complete and not reversible)
- Severance – complete separation and dismemberment of the limb from the body.

## Felonious Assault Benefit for Employees

If you are injured or killed as a result of felonious assault while on county property or on county business, this plan pays up to an additional 25% of your basic AD&D benefit (up to \$50,000). This additional benefit is available if your injury or death is the result of actual or attempted robbery or holdup (or kidnapping associated with a holdup). Felonious assaults inflicted by county employees or members of your family or household are not covered.

## Additional Benefits for Employees and Covered Family Members

### ► Child Care Benefit

If you or your covered spouse/domestic partner dies as a result of a covered accident and you have a surviving child under age 13 in a licensed child care center (or if your child is enrolled within one year of the parent's death), a child care benefit is payable at the time of death or within one year. This is an annual sum for each covered child of up to 3% of your enhanced AD&D benefit amount to a maximum of \$3,000 a year until the child enters first grade or for five straight years, whichever occurs first.

If, at the time of the accident, coverage for a dependent child is in force, but there is no dependent child who qualifies, the designated beneficiary receives an additional benefit of \$1,500.

The payment is made to the child's surviving custodial parent or legal guardian. Each payment is made at the end of a 12-month period with documented child care center expenses.

### ► Coma Benefit

This plan pays an additional benefit if you or a covered family member enters a coma as a result of a covered accident within 31 days of the accident. After 31 days, the plan makes monthly payments of 1% of the full AD&D benefit amount – up to 11 monthly payments. If you or your family member recovers, the payments will stop.

If you or your family member dies as a result of a covered accident while receiving the monthly coma benefit, the plan pays the full benefit amount (the amount already paid is not subtracted from the death benefit amount).

If the coma continues after the 11 monthly payments, the covered person is entitled to a lump sum equal to the full benefit amount, minus any amount the plan paid or owes under the dismemberment, loss of sight, speech or hearing and paralysis benefit. No further benefit will be paid from this plan, and coverage will end.

No coma benefit will be paid for any loss excluded from the plan. In addition, the coma benefit is not payable for a loss resulting from sickness, disease, bodily infirmity, medical or surgical treatment or a bacterial infection (unless it results from an accidental external injury or food poisoning) or viral infection.

### ► **Education Benefit**

If you elect enhanced AD&D coverage for your child and you or your covered spouse/domestic partner dies in a covered accident, the plan pays an extra benefit for each covered child enrolled in an accredited school of higher learning (or in the 12th grade and enrolled in an accredited school of higher learning within one year of the accident). To help pay expenses, your benefit amount increases by 5% (up to \$5,000) for each qualifying child. This benefit is payable each year for four consecutive years as long as the child continues education.

If you don't have a qualifying child, your beneficiary receives an additional \$1,000.

### ► **Rehabilitation Benefit**

If you or a covered family member experiences a covered loss or injury, this plan pays an additional benefit for covered rehabilitative expenses due to the loss or injury if they're incurred within two years of the accident. This benefit maximum is \$10,000 in rehabilitative expenses for all losses or injuries caused by the same accident. No rehabilitation benefit will be paid for any loss not covered by the plan. In addition, benefits will not be payable if a covered person is entitled to benefits under any Workers' Compensation Act or similar law.

### ► **Seatbelt/Airbag Benefit**

This plan pays an additional benefit of 10% of the full AD&D benefit amount, up to \$25,000, if a seatbelt fails to protect you or a covered family member. The accident causing death must occur while the covered person is operating, or riding as a passenger in, an automobile and wearing a properly fastened, original, factory-installed seatbelt. A child restraint as defined by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like age and weight at the time of the accident, also qualifies as a seatbelt.

The plan pays an additional 5% of the full AD&D benefit amount, up to \$12,500, if a seatbelt benefit is payable and the covered person is positioned in a seat protected by a properly functioning, original, factory-installed supplemental restraint system that inflates on impact (often called an airbag).

Verification of actual seatbelt use at the time of accident and airbag inflation at impact must be part of an official accident report or be certified, in writing, by the investigating officer. If that certification is not available and it's unclear whether the covered person was wearing a properly fastened seatbelt, the designated beneficiary receives a fixed benefit of \$1,000.

### ► **Secure Travel**

If you or a covered family member travels 100 or more miles from home, predeparture, travel and health emergency help is available through Worldwide Assistance Services Inc. (see the Resource Directory booklet).

**Predeparture Services.** These services include information on immunization requirements, visa and passport regulations, foreign exchange rates, embassy/consular referral, travel/tourist advisories, climate and cultural issues.



**Travel Assistance.** When you are traveling, Worldwide Assistance will:

- Help you locate and replace luggage, documents and any other lost or stolen possessions
- Arrange aid from local attorneys, embassies and consulates if you need legal assistance, and provide up to \$5,000 in bail bond, where permitted by law (you must guarantee reimbursement)
- Provide phone translation or local interpreters for all major languages
- Give you a cash advance up to \$250 (you must guarantee reimbursement)
- Change or make new airline, hotel or car rental reservations in the event of an emergency
- Relay urgent messages to and from friends, relatives and business associates through the Emergency Message Center.

**Health Emergency Assistance.** If an unforeseen health emergency arises while you're traveling, Worldwide Assistance will:

- Provide referrals to local physicians, dentists and medical treatment facilities
- Assist you with refilling a prescription that has been lost, stolen or depleted
- Arrange for payment of up to \$5,000 of your reimbursable medical expenses (as determined by your medical plan)
- Pay for your transportation to the nearest medical facility where a medical condition can be properly treated if medically necessary (determined by a Worldwide Assistance-designated physician)
- Arrange and pay for the safe return of any dependent children under age 16 if you are hospitalized and for a traveling companion's return in the event of delays due to your medical emergency
- Arrange and pay for a visit by a family member or friend if you are traveling alone and hospitalized for at least 10 days
- Arrange all necessary government authorizations and pay for the return of your remains to your place of residence for burial or cremation in the event you die.

#### ► **Special Care Benefit for Children**

If your covered child has a severe covered accidental injury, you receive double the AD&D benefit amount, up to \$50,000. If your child has two covered losses, only the larger amount payable will be doubled. If, in addition to a covered loss, your child dies within 90 days of the covered accident, only the death benefit is payable.

This benefit can help you cope with the ongoing financial obligations for a child who requires continued medical attention, rehabilitation services and a specialized education.

#### ► **Violent Crime Benefit**

This plan pays up to an additional 25% of your enhanced AD&D benefit (to \$100,000) if you or a covered family member suffers a covered loss due to a violent crime. The plan also pays an additional benefit for hospital confinement as a result of a violent crime – \$100 a day up to a maximum of 10 days (hospital confinement must begin within 30 days of the crime).

This additional benefit applies to these crimes:

- Actual or attempted robbery or holdup
- Actual or attempted kidnapping
- Any other type of assault classified as a felony based on governing statute or common law in the state where it occurred.

Violent crimes committed by county employees or members of your family or household are not covered.

A copy of a police report containing proof the loss was a direct result of a covered crime must be provided before any AD&D benefit is paid.

## Exclusions and Limitations

No AD&D benefits are paid for loss resulting from:

- Intentionally self-inflicted injuries, or any attempted self-inflicted injuries, while sane or insane
- Declared or undeclared war or act of war
- Accident occurring while the covered person is serving on full-time active duty for more than 30 days in any Armed Forces (send CIGNA proof of service, and any premium paid for this time will be refunded); Reserve or National Guard active duty for training is not excluded
- Travel or flight (including getting in or out, on or off) in any aircraft or device that can fly above the earth's surface, if:
  - The aircraft or device is being used for any of these purposes:
    - For test or experiment
    - By or for any military authority (aircraft flown by the US Military Airlift Command or similar service of another country are not excluded)
    - For travel beyond the earth's atmosphere, or
  - The covered person is doing either of the following:
    - Piloting, serving as a crew member or taking flying lessons (exclusion does not apply if riding as a passenger)
    - Hang-gliding
    - Parachuting, except a parachute jump for self-preservation
- The covered person committing a felony
- Sickness, disease, bodily or mental infirmity, medical or surgical treatment or bacterial or viral infection, regardless of how contracted (except bacterial infection that is the natural and foreseeable result of an accidental external cut or wound, or accidental food poisoning).

## Filing a Claim

For a death, specified dismemberment or paralysis claim, you or your beneficiary should contact Benefits and Retirement Operations. Benefits and Retirement Operations staff will help file the claim with CIGNA and provide referrals to counseling and other resources as requested. The claim should be filed within 90 days of the loss or death.

CIGNA requires proof of loss (for example, a certified copy of death certificate or accident report) within 90 days of the loss, or as soon as reasonably possible, before benefits are payable. For a death claim, CIGNA may, at its own expense, have an autopsy performed to determine a death benefit payment, unless prohibited by law. While a dismemberment or paralysis claim is pending, CIGNA may have the covered person examined by a health or vocational professional of their own choice and expense, as often as reasonably necessary.

CIGNA processes the claim within 90 days of receipt. If CIGNA needs more time, you or your beneficiary are notified in writing, before the initial 90 days end, of the need for an extension of up to 90 days.

If the claim is denied, you or your beneficiary are notified in writing of reasons for the denial, the right to appeal and the right to obtain copies of all documents related to the claim that the plan reviewed in making the determination.

## Appealing Denied Claims

### ► Claims Denied for Reasons Other Than Eligibility

When a claim is denied for any reason other than eligibility, follow the steps described in this section. However, when a claim is denied for eligibility reasons, follow the steps described in the next section, "Claims Denied Due to Eligibility."

If you or your beneficiary disagrees with a claim denial, you, your beneficiary or representative (referred to as “you” in the rest of this section) may try to resolve any misunderstanding by calling CIGNA and providing more information. If you’d rather communicate in writing or the issue isn’t resolved with a call, you may file a written appeal. You have 60 days after receiving a claim denial notice to file the written appeal. Be sure to include the reasons for the appeal and any information or documentation helpful to reviewing the claim.

CIGNA will review the written appeal and notify you of its decision within 60 days after receiving the appeal. If CIGNA requires additional time, you will be notified in writing that an additional period of up to 60 days is necessary.

CIGNA will give you a written decision and explain the specific plan provisions behind the denial (if applicable).

CIGNA has sole discretionary authority to determine benefit payment under the AD&D insurance plan; its decision is final and binding. In reviewing your claim, CIGNA applies the plan terms and use its discretion in interpreting plan terms. Benefits are paid only if you meet the eligibility and participation requirements and CIGNA determines you’re entitled to the benefits.

If the appeal is denied, you may pursue legal remedies, but you must exhaust this claim appeal process first. If legal action is taken, the suit must be filed within three years after the time written proof of loss is required to be furnished. If you do not file a claim or appeal within the specified period, you forfeit the right to further appeal.

### ► **Claims Denied Due to Eligibility**

If you have eligibility questions or believe you’ve had a claim denied because the plan indicates you or a family member is not covered, call Benefits and Retirement Operations at 206-684-1556. A staff member may be able to resolve the eligibility issue, eliminating the need to file a formal appeal.

If you’d rather communicate in writing or your eligibility issue can’t be resolved with a phone call, you, your beneficiary or representative (referred to as “you” in the rest of this section) may file a written appeal. You have 60 days after receiving an eligibility determination notice (from the county or the plan) to submit a written appeal. It must include:

- Your name and address as well as each covered family member’s name and address (if applicable)
- Hire letter or job announcement, or retirement determination of eligibility
- Your employee ID (as it appears on your pay stub) or Social Security number (even if the appeal is for a family member)
- Reason for the appeal.

Send eligibility appeals to:

King County Benefits and Retirement Operations  
Exchange Building EXC-ES-0300  
821 Second Avenue  
Seattle WA 98104-1598

A Benefits and Retirement Operations staff member will review your appeal and notify you in writing of the eligibility determination within 60 days. If additional time is required, you will be notified in writing that an additional period of up to 60 days is necessary.

If your eligibility appeal is denied, the notice will include the plan provision behind the decision and advise you of your right to obtain free copies of relevant documentation.

Benefits and Retirement Operations has sole discretionary authority to determine benefit eligibility under this plan; its decision is final and binding. In reviewing your claim, Benefits and Retirement Operations applies the plan terms and uses its discretion in interpreting plan terms. Benefits are paid only if you meet the eligibility and participation requirements and Benefits and Retirement Operations determines you’re entitled to the benefits.

If you believe your appeal was denied because relevant information or documents were not considered, Benefits and Retirement Operations offers the option of filing an appeal addendum within 60 days after receiving the eligibility appeal denial notice. The addendum must include the relevant information or documents. Send eligibility appeal addenda to the same address as for eligibility appeals, but to the attention of the Benefits and Retirement Operations Manager.

The manager will review the additional information you provide, consult with appropriate county personnel and notify you in writing of the eligibility determination. The notice will indicate the specific plan provision behind the decision and advise you of your right to obtain free copies of related documentation.

It is the manager's exclusive right to interpret and apply the eligibility terms and exercise discretion to resolve all eligibility questions for county employees. Decisions of the manager are final and binding.

If you disagree with your eligibility appeal determination, you may file a grievance with your union or initiate legal action. Any legal action must be within two years of the date you were denied plan participation, or you forfeit your right to legal action.

## **Converting Your Coverage**

If this group AD&D coverage ends for any reason except non-payment of premium, you and covered family members may convert to an individual policy. No medical certification is needed, but you and your family members must be under age 70.

To convert coverage, you or your family member must apply and pay your first premium within 31 days of the date your county coverage ends.

For information about converting your coverage, contact CIGNA (see the Resource Directory booklet).

## **Payment of Benefits**

The benefits offered by this plan are underwritten by Life Insurance Company of North America, a division of CIGNA Corporation, meaning this is not a self-funded plan. Life Insurance Company of North America is responsible for claim payments and other costs.